

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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| <p>In re:</p> <p>DEWEY & LEBOEUF LLP,</p> <p>Debtor,</p> <p>VITTORIA CONN on behalf of herself and all others similarly situated,</p> <p>Plaintiff,</p> <p>v.</p> <p>DEWEY & LEBOEUF LLP.</p> <p>Defendant.</p> | <p>Case No. 12-12321-MG Chapter 11</p> <p>Adv. Pro. No. 12-01672 (MG)</p> |
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NOTICE OF CLASS ACTION

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.

TO: Former employees who were terminated without cause and without 60 days written notice in connection with mass layoffs and/or plant closings that were carried out within 30 days of May 15, 2012 and affected those who worked at or reported to Dewey & LeBoeuf LLP's New York and Washington DC Facilities (collectively the "Facilities").

SUBJECT: The claim of a former employee of Dewey & LeBoeuf LLP ("Defendant") who alleges that her rights under the Federal WARN Act were violated, to recover 60 days' wages and ERISA benefits.

DATE: _____, 2013

The Class Claim

Plaintiff filed this action against Defendant on May 29, 2012.

The Plaintiff, who is a former employee who worked at Defendant's headquarters facility located at 1301 Avenue of the Americas, New York, New York (the "New York Facility"), was terminated from her job on or about May 15, 2012. The Plaintiff claims that she and the other former employees of Defendant who worked at or reported to Defendant's Facilities, were terminated without cause due to mass layoffs or plant closings carried out on or about May 15, 2012. The Plaintiff claims that under Worker Adjustment and Retraining Notification Act, 29

U.S.C. § 2101 *et. seq.* (the “WARN Act”), she and the other employees were entitled to receive written notice at least 60 days in advance of their termination dates. Because they did not receive proper notice, Plaintiff claims that she and the other former employees are entitled to an award of 60 days’ wages and benefits. Plaintiff has brought this action on behalf of herself and all other former employees who were terminated within 30 days of May 15, 2012 as a result of the plant closings or as the reasonably expected consequence of those mass layoffs and/or plant closings.

The Court has not decided whether the Defendant did anything wrong. There is no money available now, and no guarantee there will be. By establishing the Class and authorizing the issuance of this Notice, the Court is not suggesting that the Plaintiff or the class will win or lose this Case.

The Definition of the Class

The Court has recently certified this case as a Class Action and defined the Class as: the Plaintiff and the other similarly situated employees of Defendant who worked at or reported to Defendant’s New York, and Washington DC Facilities and were terminated without cause on or about May 15, 2012 or within 30 days of that date, as the reasonably foreseeable consequence of the mass layoffs and/or plant closings ordered by Defendant on or about May 15, 2012, and who are affected employees, within the meaning of 29 U.S.C. § 2101(a)(5), the New York Labor Law § 860 *et seq.* (collectively the “WARN Acts”), excluding those who timely file a request to be excluded from the Class.

Your Rights as a Class Member and the Effect of Being a Class Member

If you wish to be a member of the class, you do not need to do anything and you will receive whatever benefits you may be entitled to, if you are determined to be eligible as a Class Member. As a Class Member, you will be bound by any judgment (whether favorable or unfavorable) or court-approved settlement. If a settlement is reached and it is concluded in the proposed settlement that you are not a Class Member, you will receive notice and be afforded the right to object to that conclusion. If it is finally concluded that you are not a Class Member, you will not be bound by the outcome of the Action and will receive no benefits from the Action.

Class Counsel and Class Representative

The Plaintiff who initiated this lawsuit is represented by Outten & Golden LLP, 3 Park Avenue, 29th Floor, New York, New York 10016, (212) 245-1000. The Court has also recently appointed Plaintiff Vittoria Conn as Class Representative.

Your Right to Appear by Counsel

If you are a Class Member, you may appear by your own counsel.

Your Right to be Excluded from the Class

If you do not wish to participate in this Action and wish to be excluded and, thereby, reserve your rights under the WARN Act and not share in any recovery in the Action, you must sign and mail the attached Exclusion Form set forth below by certified mail, return receipt requested, to Outten & Golden LLP, 3 Park Avenue, 29th Floor, New York, New York 10016, Attn: René S. Roupinian. The Exclusion Form must be post-marked by no later than _____ 2013. All Exclusion Forms post-marked after that date will not be effective, and any person who sends a late Exclusion Form will nevertheless be a member of the class in the Action and will be bound in the same way and to the same extent as all other Class Members.

The Court Has No Position On The Merits

The Court has taken no position regarding the merits of the Plaintiff's claims.

Additional Information

If you wish information or assistance, please contact René S. Roupinian of Outten & Golden LLP at (212) 245-1000. *Please do not call or contact the Court or Defendant's Counsel for information.*

EXCLUSION FORM

CONN v. DEWEY & LEBOEUF LLP

United States Bankruptcy Court for the Southern District of New York
Adversary Proceeding No. 12-01672 (MG)

I, the undersigned, have read the foregoing Notice and understand its contents. I, the undersigned, **do not** want to be part of the Class Action or receive any benefits from the Class Action and do not wish to be bound by the outcome of the Class Action.

Signature

Address

Name (printed or type)

Telephone

Date

If you do NOT wish to be included, send this completed form to:

Outten & Golden LLP
3 Park Avenue, 29th Floor
New York, New York 10016

Attn: René S. Roupinian